

LIZELM TRADING COMMERCIAL TERMS

(“Commercial Terms”)

LIZELM TRADING (PTY) LTD (REGISTRATION NUMBER: 2023/648683/07)

(“Lizelm Trading”, “Us”, “We” “Our”)

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY WHEN USING OR ACCESSING OUR WEBSITE (“Lizelm Trading”).

These Commercial Terms are binding and enforceable against every person or entity that accesses or uses this Website (“you”, “your” or “user”) and purchases any of the Goods.

BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCESS, CLICKING THE “CREATE ACCOUNT” OR “SUBMIT” OR “ACCEPT” OR “BUY” BUTTONS, USING ANY OF THE SERVICES, PURCHASING ANY GOODS OR OTHERWISE INDICATING ACCEPTANCE OF THESE TERMS, YOU AND ANY PARTY OR ENTITY THAT ARE USING/PURCHASING THE GOODS, REPRESENT AND WARRANT THAT: (i) YOU ARE AUTHORIZED TO BIND YOURSELF AND ANY OTHER PARTY ON WHOSE BEHALF YOU USE THE WEBSITE; AND (ii) YOU AGREE TO BE BOUND BY ALL OF THESE TERMS (INCLUDING THE DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY SECTIONS SET FORTH BELOW) TO THE EXCLUSION OF ANY OTHER RIGHTS AND OBLIGATIONS.

1. INTRODUCTION

- 1.1. This website can be accessed at **www.lizelm.co.za**, related mobile-sites and software applications (the “**Website**”), and is owned and operated by Lizelm Trading.
- 1.2. These Website Terms and Conditions (“**Commercial Terms**”) govern the ordering, sale and delivery of Goods, and the use of the Website.
- 1.3. These Commercial Terms are binding and enforceable against every person that accesses or uses this Website (“**you**”, “**your**” or “**user**”), including without limitation each user who registers as contemplated below (“**registered user**”). **By using the Website and by clicking on the “Create Account” button on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Commercial Terms.**
- 1.4. The Website enables you to shop online for an extensive range of goods, including angling/boating, bathroom, electronics, fashion, home & garden, men’s fashion, sports & outdoors, toys & games, water sports, women’s fashion, and more (“**Goods**”).
- 1.5. When you use our Website, notwithstanding your geographic location, you do so in accordance with these Commercial Terms and provided that any delivery address, including for returns or collections, is a delivery address within the borders of the Republic of South Africa.

2. IMPORTANT NOTICE

- 2.1. These Commercial Terms apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the “**CPA**”).
- 2.2. **These Commercial Terms contain provisions that appear in similar text and style to this clause and which –**
 - 2.2.1. **may limit the risk or liability of Lizelm Trading or a third party; and/or**
 - 2.2.2. **may create risk or liability for the user; and/or**
 - 2.2.3. **may compel the user to indemnify Lizelm Trading or a third party; and/or**

2.2.4. **serves as an acknowledgement, by the user, of a fact.**

2.3. **Your attention is drawn to these Commercial Terms because they are important and should be carefully noted.**

2.4. If there is any provision in these Commercial Terms that you do not understand, it is your responsibility to ask Lizelm Trading to explain it to you before you accept the Commercial Terms or continue using the Website.

2.5. Nothing in these Commercial Terms is intended or must be understood to unlawfully restrict, limit, or avoid any right or obligation, as the case may be, created for either you or Lizelm Trading in terms of the CPA.

2.6. Lizelm Trading permits the use of this Website subject to the Commercial Terms. By using this Website in any way, you shall be deemed to have accepted all the Commercial Terms unconditionally. You must not use this Website if you do not agree to the Commercial Terms.

3. RETURNS

3.1. Please refer to our Returns Policy for more information about returning products (and related refunds, replacements, or repairs). The Returns Policy is incorporated by reference (which means that it forms part of these Commercial Terms).

4. REGISTRATION AND USE OF THE WEBSITE

4.1. Only registered users may order Goods on the Website.

4.2. To register as a user, you must provide a unique username and password and provide certain information and personal details to Lizelm Trading. You will need to use your unique username and password to access the Website in order to purchase Goods.

4.3. You agree and warrant that your username and password shall:

4.3.1. be used for personal use only; and

4.3.2. not be disclosed by you to any third party.

4.4. For security purposes you agree to enter the correct username and password whenever ordering Goods, failing which you will be denied access.

- 4.5. **You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for payment of such order, save where the order is cancelled by you in accordance with these Commercial Terms.**
- 4.6. You agree to notify Lizelm Trading immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.
- 4.7. **By using the Website, you warrant that you are 18 (Eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (Eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Commercial Terms and to be liable and responsible for you and all your obligations under these Commercial.**
- 4.8. You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised Lizelm Trading representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).
- 4.9. You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
- 4.10. You may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorised Lizelm Trading representative.

5. CONCLUSION OF SALES AND AVAILABILITY OF STOCK

- 5.1. Registered users may place orders for Goods, which Lizelm Trading or the Third Party Seller may accept or reject. Whether or not Lizelm Trading or the Third Party Seller accepts an order depends on the availability of Goods, correctness of the information relating to the Goods (including, without limitation the price), and receipt of payment or payment authorisation by Lizelm Trading for the Goods.
- 5.2. **NOTE: Lizelm Trading or the Third Party Seller will indicate the acceptance of your order by delivering the Goods to you, and only at that point will an agreement of sale between you and Lizelm Trading or the Third Party Seller come into effect (the "Sale"). This is regardless of any communication from Lizelm Trading stating that your order or payment has been confirmed. Lizelm Trading will indicate the rejection of your order (by Lizelm Trading itself or the Third Party Seller) by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.**
- 5.3. Prior to delivery of the Goods, you may cancel an order at any time, provided you do so before receiving a dispatch or delivery notice. After delivery or your collection of the Goods, you may return the Goods only in accordance with the Returns Policy.
- 5.4. Any order of a **television** will be subject to the condition that we obtain from you your valid TV licence number and your account holder ID. If we do not receive your TV licence number and your account holder ID, or your TV licence number cannot be validated, you will not be able to check out with the television in your shopping basket.
- 5.5. Placing Goods in a wishlist or shopping basket without completing the purchase cycle does not constitute an order for such Goods, and as such, Goods may be removed from the shopping basket if stock is no longer available or the price thereof might change without notice to you. You cannot hold Lizelm Trading or the Third Party Seller liable if such Goods are not available or are not available at the particular price when you complete or attempt to complete the purchase cycle at a later stage.
- 5.6. **You acknowledge that stock of all Goods on offer is limited and that pricing may change at any time without notice to you. In the case of Goods for sale by Lizelm Trading, Lizelm Trading will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are**

discontinued on the Website. However, we cannot guarantee the availability of stock. When Goods are no longer available after you have placed an order, Lizelm Trading will notify you, and you will be entitled to a refund of any amount already paid by you for such Goods.

5.7. **In the case of Goods for sale by a Third Party Seller, Lizelm Trading relies on inventory information supplied by the relevant Third Party Seller and Lizelm Trading accordingly bears no liability for any inaccuracies in the information supplied to it.** Consequently, should you order any Goods from a Third Party Seller that are in fact sold out, any resulting dispute should be resolved between you and the relevant Third Party Seller, your respective rights and obligations being as set out in these Commercial Terms.

5.8. Certain Goods may not be purchased for resale. Should we suspect that any such Goods are being purchased for sale, we are entitled to cancel your order immediately on notice to you.

6. PAYMENT

6.1. We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.

6.2. Whether the Goods are for sale by Lizelm Trading or a Third Party Seller, payment may be made for Goods via the following methods (depending on their availability and/or your eligibility to use such a method):

6.2.1. debit card; where payment is made by debit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases, we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the Goods will be cancelled. **You warrant that you are fully authorised to use the debit card supplied for purposes of paying the Goods. You also warrant that your debit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;**

6.2.2. credit card: where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of

payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the Goods will be cancelled. **You warrant that you are fully authorised to use the credit card supplied for purposes of paying the Goods. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;**

6.2.3. direct bank deposit or electronic funds transfer: if you pay via direct bank deposit or electronic funds transfer, payment must be made within 5 (five) days of placing your order. Lizelm Trading will not accept your order if payment has not been received;

6.2.4. Instant EFT; and

6.2.5. Lizelm Trading Vouchers.

6.3. Once you have selected your payment method (save for cash on delivery or direct bank deposit), you will be directed to a link to a secure site for payment of the applicable purchase price for the Goods.

7. DELIVERY OF GOODS

7.1. Lizelm Trading only offers courier as a method of delivery of Goods to you.

7.2. Our delivery charges are subject to change at any time, without prior notice to you. You will see the applicable delivery charges in your cart when you check out.

7.3. Where it accepts your order, Lizelm Trading or the Third Party Seller will deliver the Goods to you as soon as reasonably possible, but no later than 30 (thirty) days of receipt of your payment ("Delivery Period"). We will notify you if we are unable to deliver the Goods during the Delivery Period. You may then, within 7 (seven) days of receiving such notification, elect whether or not to cancel your order for the Goods. If you elect to cancel your order, we will reimburse you for the purchase price.

7.4. Lizelm Trading's obligation to deliver a product to you is fulfilled when we deliver the product to the physical address nominated by you for delivery of the order. **Lizelm Trading is not responsible for any loss or unauthorised use of a**

product, after it has delivered the product to the physical address nominated by you.

8. ERRORS

- 8.1. **We shall take all reasonable efforts to accurately reflect the description, availability, purchase price, and delivery charges of Goods on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid, or otherwise as set out in the Returns Policy.**
- 8.2. Lizelm Trading shall not be bound by any incorrect information regarding our Goods displayed on any third-party websites.

9. GIFT VOUCHERS & COUPONS

- 9.1. Lizelm Trading may, from time to time, make physical or electronic gift vouchers (“Gift Vouchers”) and promotional coupons or discounts (“Coupons”) available for use on the Website towards the purchase of Lizelm Trading Goods. Gift Vouchers and Coupons can only be redeemed while they are valid, and their expiry dates cannot be extended. More specifically:

9.2. Gift Vouchers

- 9.2.1. Gift Vouchers that are purchased by registered users are valid for 3 years after Sale. Gift Vouchers that Lizelm Trading gives away for free are valid for the period stated thereon. In each case, if your Voucher has not been used within that period, it will expire.
- 9.2.2. Gift Vouchers cannot be used to buy other Gift Vouchers or Coupons. They do not accrue interest and are not refundable for cash once purchased or otherwise obtained. If your Gift Voucher value is less than the amount required to cover the full order you wish to place, you may make up the difference by paying via one of our other payment methods referred to in clause 6.2 above.

- 9.2.3. **Lizelm Trading is not responsible for any harm due to the loss, unauthorised use or unauthorised distribution of a Gift Voucher, after it has delivered the Gift Voucher to you or the email address nominated by you.**

9.3. **Coupons**

- 9.3.1. There are two types of Coupons: a Coupon with a fixed amount of a discount, e.g., R100.00 (One Hundred Rand) off ("**Fixed Coupon**"), and a Coupon with a percentage discount, e.g., 10% off ("**Percentage Coupon**").
- 9.3.2. Coupons are issued in Lizelm Trading's sole discretion, and we are entitled at any time to correct, cancel or reject a Coupon for any reason (including without limitation where a Coupon has been distributed in an unauthorised manner). Users do not have a right to Coupons, and Coupons cannot be earned. Coupons are issued under specific terms and conditions regulating when and how they may be used.
- 9.3.3. As a general rule, and unless specified otherwise on the specific Coupon itself:
- 9.3.3.1. a Coupon can only be used if you have a verified mobile number on your Lizelm Trading account;
 - 9.3.3.2. each Coupon can only be used once;
 - 9.3.3.3. only one Coupon can be used per order;
 - 9.3.3.4. Percentage Coupons may only be redeemed on purchases with a total cart value of less than R5,000.00 (Five Thousand Rand);
 - 9.3.3.5. where a Percentage Coupon has been used and you wish to cancel any items in the order prior to making payment, the entire order must be cancelled. You will be issued with a new Percentage Coupon and will need to place the order again, without the item that you wished to cancel;
 - 9.3.3.6. a Coupon must be used at check-out. It cannot be used later on existing orders; and

- 9.3.3.7. the value of the Coupon will be set off against the value of your shopping basket and the balance remaining, if any, will be payable by you.
- 9.3.4. Coupons cannot be used to buy airtime, Gift Vouchers or other Coupons, and cannot be exchanged or refunded for cash or credit. **Lizelm Trading is not responsible for any harm due to the loss, unauthorised use or distribution of a Coupon.**
- 9.3.5. If for any reason a Coupon does not reflect on the final amount due from you at check-out, you can contact us to confirm if the Coupon is still valid. If Lizelm Trading confirms that the Coupon is still valid and you have already placed your order, you can choose whether to cancel the order and place it again with the Coupon, or you can use the Coupon on your next order within the limitations of the specific Coupon's terms and conditions.
- 9.3.6. You may be required to submit the original communication containing the Coupon code, and any other information reasonably requested by Lizelm Trading, before you are able to use a Coupon.

10. THIRD PARTY SELLERS

- 10.1. Lizelm Trading will indicate on relevant product pages and checkout pages when Goods are for sale by a Third Party Seller. In such cases Lizelm Trading only provides the platform to facilitate transactions between Third Party Sellers and Lizelm Trading customers. Lizelm Trading is neither the buyer nor the seller of these Goods unless otherwise specified.
- 10.2. The Sale formed on acceptance of your order (in accordance with clause 5.2) for Goods that are for sale by a Third Party Seller is therefore solely between the registered user and such Third Party Seller. Lizelm Trading is not a party to that sale.
- 10.3. The Third Party Seller is solely responsible for fulfilment of delivery of the Goods. The Third Party Seller is also responsible to provide an invoice to the registered user if required.
- 10.4. Not all Third Party Sellers are registered VAT (Value-Added Tax) vendors. Only Third Party Sellers who are registered VAT vendors may charge VAT on Goods sold and issue a tax invoice in respect thereof. If a Third Party Seller is not a registered VAT

Vendor, it may not charge VAT on Goods sold and will not be in a position to issue a tax invoice in respect thereof.

10.5. Because Lizelm Trading wants the registered user to have a safe and consistent experience, Lizelm Trading will handle any returns under the CPA or the Electronic Communications and Transactions Act 2002 (“**ECT Act**”), by the registered user arising out of or in connection with the Sale between a registered user and a Third Party Seller on behalf of the Third Party Seller according to Lizelm Trading’s own Returns Policy. Should such claim escalate into being a dispute, although Lizelm Trading is entitled to become involved in an attempt to resolve it, Lizelm Trading is not obliged to do so and any disputes must be resolved between you and the relevant Third Party Seller alone.

11. PRIVACY POLICY

11.1. We respect your privacy and will take all reasonable measures to protect it, as more fully detailed in our Privacy Policy, which is incorporated by reference.

12. CHANGES TO THESE COMMERCIAL TERMS

12.1. Lizelm Trading may, in its sole discretion, change any of these Commercial Terms at any time. It is your responsibility to regularly check these Commercial Terms and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the Website.

12.2. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Commercial Terms have been displayed on the Website, you will be deemed to have accepted such changes.

13. ELECTRONIC COMMUNICATIONS

13.1. When you visit the Website or send emails to us, you consent to receiving communications from us or any of our divisions, affiliates or partners electronically in accordance with our privacy policy as set out in clause 11 above.

14. OWNERSHIP AND COPYRIGHT

14.1. The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade

names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website (“**Website Content**”) are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of Lizelm Trading, its advertisers and/or sponsors, and/or is licensed to Lizelm Trading.

- 14.2. You will not acquire any right, title or interest in or to the Website or the Website Content.
- 14.3. Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Commercial Terms or otherwise provided for in law.
- 14.4. Where any of the Website Content has been licensed to Lizelm Trading or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third party terms and conditions.

15. DISCLAIMER

- 15.1. **The use of the Website is entirely at your own risk, and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.**
- 15.2. Whilst Lizelm Trading takes reasonable measures to ensure that the content of the Website is accurate and complete, Lizelm Trading makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website. If any such representations or warranties are made by Lizelm Trading’s representatives, Lizelm Trading shall not be bound thereby.
- 15.3. **Lizelm Trading disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.**
- 15.4. **Although Goods sold from the Website may, under certain specifically defined circumstances, be under warranty, the Website itself and all information**

provided on the Website is provided “as is” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

15.5. Any views or statements made or expressed on the Website are not necessarily the views of Lizelm Trading, its directors, employees and/or agents.

15.6. **In addition to the disclaimers contained elsewhere in these Commercial Terms, Lizelm Trading also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of Lizelm Trading, its employees, agents or authorised representatives. Lizelm Trading thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in in connection with your access to or use of the Website.**

16. LINKING TO THIRD PARTY WEBSITES

16.1. This Website may contain links or references to other websites (“**Third Party Websites**”) which are outside of our control, including those of advertisers. These Commercial Terms do not apply to those Third Party Websites and Lizelm Trading is not responsible for the practices and/or privacy policies of those Third Party Websites or the “cookies” that those sites may use.

16.2. **Notwithstanding the fact that the Website may refer to or provide links to Third Party Websites, your use of such Third Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether**

direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained thereon.

17. LIMITATION OF LIABILITY

17.1. **Lizelm Trading cannot be held liable for any inaccurate information published on the Website and/or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or wilful misconduct of Lizelm Trading, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors.**

17.2. **LIZELM TRADING SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, THE WEBSITE OR THE CONTENT CONTAINED IN THE WEBSITE; OR YOUR INABILITY TO USE THE WEBSITE, AND/OR UNLAWFUL ACTIVITY ON THE WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.**

17.3. **YOU HEREBY INDEMNIFY LIZELM TRADING AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.**

18. AVAILABILITY AND TERMINATION

18.1. We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to you.

18.2. **Lizelm Trading may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that Lizelm Trading will not be liable to you in the event that it chooses to suspend, modify or terminate this Website other than for processing any orders made by you prior to such time, to the extent possible.**

18.3. **If you fail to comply with your obligations under these Commercial Terms, including any incident involving payment of the price of an order for any Goods, this may (in our sole discretion with or without notice to you) lead to a**

suspension and/or termination of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.

18.4. Lizelm Trading is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing the Website and/or have created multiple user profiles to take advantage of a promotion or Coupon intended by Lizelm Trading to be used once-off by you, to blacklist you on its database (including suspending or terminating your access to the Website), refuse to accept or process payment on any order, and/or to cancel any order concluded between you and Lizelm Trading, in whole or in part, on notice to you. Lizelm Trading shall only be liable to refund monies already paid by you (see Lizelm Trading's Returns Policy in this regard), and accepts no other liability which may arise as a result of such blacklisting and/or refusal to process any order.

18.5. At any time, you can choose to stop using the Website, with or without notice to Lizelm Trading.

19. GOVERNING LAW AND JURISDICTION

19.1. These Commercial Terms and our relationship and/or any dispute arising from or in connection with these Commercial Terms shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Commercial Terms .

19.2. In the event of any dispute arising between you and Lizelm Trading for the Sale of goods, you agree that the Sale occurs in the Western Cape and you hereby consent to the non-exclusive jurisdiction of the Magistrates Court of Cape Town, notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

19.3. Nothing in this clause 19 or the Commercial Terms limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

20. NOTICES

- 20.1. Lizelm Trading hereby selects Unit 31, The Old Timber Yard, 7th Avenue, Maitland, Cape Town, 7441, as its address for the service of all formal notices and legal processes in connection with these Commercial Terms (“legal address”). Lizelm Trading may change this address from time to time by updating these Commercial Terms.
- 20.2. You hereby select the delivery address specified with your order as your legal address, but you may change it to any other physical address by giving Lizelm Trading not less than 7 (Seven) days’ notice in writing.
- 20.3. Notices must be sent either by hand, prepaid registered post, telefax or email and must be in English. All notices sent –
- 20.3.1. by hand will be deemed to have been received on the date of delivery;
 - 20.3.2. by prepaid registered post, will be deemed to have been received 10 (Ten) days after the date of posting;
 - 20.3.3. by telefax before 16h30 on a business day will be deemed to have been received, on the date of successful transmission of the telefax. All telefaxes sent after 16h30 or on a day which is not a business day will be deemed to have been received on the following business day; and
 - 20.3.4. by email will be deemed to have been on the date indicated in the “Read Receipt” notification. **ALL EMAIL COMMUNICATIONS BETWEEN YOU AND US MUST MAKE USE OF THE “READ RECEIPT” FUNCTION** to serve as proof that an email has been received.

21. COMPLAINTS

- 21.1. If you have a complaint about the goods or services provided by us or require information regarding our internal complaints-handling process, please get in touch with us via info@lizelm.co.za, or you can contact us on +27 61 008 8238.
- 21.2. If we are unable to resolve your complaint to your satisfaction or we cannot resolve your complaint within 15 (Fifteen) business days of you having notified us of it, you can approach the Consumer Goods and Services Ombud (“CGSO”) to assist in resolving the complaint. The CGSO’s contact details

are: Website: <http://www.cgso.org.za/> Sharecall: 0860 000 272
Email: complaints@cgso.org.za

22. INFORMATION

22.1. For the purposes of the ECT Act, Lizelm Trading's information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on the Website:

22.1.1. **Full name:** Lizelm Trading (Pty) Ltd, a private company registered in South Africa with registration number 2023/648683/07

22.1.2. **Main business:** Online retailer

22.1.3. **Physical address for receipt of legal service (also postal and street address):** Unit 31, The Old Timber Yard, 7th Avenue, Maitland, Cape Town, 7441 (marked for attention: Mr E Maistry)

22.1.4. **Office bearers:** Mr E Maistry and Miss LH Mulder.

22.1.5. **Phone number:** +27 61 008 8238

22.1.6. **Email address:** info@lizelm.co.za

23. GENERAL

23.1. Lizelm Trading may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user's right to use the Website or any of its contents subject to us processing any orders then already made by you.

23.2. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Commercial Terms to any third party.

23.3. Any failure on the part of you or Lizelm Trading to enforce any right in terms hereof shall not constitute a waiver of that right.

23.4. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

- 23.5. No variation, addition, deletion, or agreed cancellation of the Commercial Terms will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.
- 23.6. No indulgence, extension of time, relaxation or latitude which any party (the “**grantor**”) may show grant or allow to the other (the “**grantee**”) shall constitute a waiver by the grantor of any of the grantor’s rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
- 23.7. These Commercial Terms, together with the Privacy Policy, Browser Terms, and Returns Policy, sets forth the entire Commercial Terms and supersedes all prior or contemporaneous Commercial Terms and representations, written or oral, between us with respect to the transactions set forth herein, all of which are excluded, except for fraudulent misrepresentations.